## AGREED ORDER GRANTING PERMANENT INJUNCTION AND STIPULATED DISMISSAL

Plaintiff Digital Recognition Network, Inc. ("DRN") and Defendants Accurate Adjustments, Inc. ("Accurate"), Coastline Recovery Services, Inc. ("Coastline"), After Hours Auto Recovery ("After Hours"), and Solid Solutions 24/7 Inc. ("Solid") have settled their disputes in this action pursuant to the terms of a Settlement Agreement dated as of March 25, 2016, and other documents referred to therein.

The Court, noting the agreement of the parties as evidenced by the signatures of their counsel on their submission requesting that the Court enter an Order Granting Permanent Injunction and Stipulated Dismissal in furtherance of their settlement, is of the view and determines that an Agreed Order Granting Permanent Injunction and Stipulated Dismissal should be entered as set forth below.

IT IS, THEREFORE, ORDERED that Defendants Accurate, After Hours, Coastline and Solid, as well as their principals Shane Freitas, Wes Englebrecht and Scott Fornaro, their agents, servants, employees, independent contractors, attorneys, representatives, and those persons or

entities directly or indirectly in active concert, communication or participation with them who receive actual notice of this Order, by personal service or otherwise, jointly or severally, are commanded forthwith to desist and refrain, from:

- 1. Copying, duplicating, storing, sharing, distributing or selling any license plate recognition scan data ("LPR Data") that was (a) generated by or for DRN or Vigilant, (b) created or captured with DRN or Vigilant equipment or software, or (c) obtained from DRN or Vigilant ("DRN LPR Data"), provided that nothing herein shall prevent the enjoined parties from transmitting LPR Data to DRN in the ordinary course of business pursuant to a valid agreement with DRN;
- 2. Accessing, copying, duplicating, storing, sharing, distributing or selling any portion of the list of authorized orders or instructions to repossess a vehicle that are aggregated by DRN from various lenders and LPR Providers and managed within the DRN System (the "DRN Hotlist");
- Using, maintaining or installing any unlicensed copies of DRN or Vigilant Car
  Detector software;
- 4. Copying, accessing or using the schema for the MySQL database that is created by the Car Detector software; or
- 5. Creating, maintaining or using any software or device to (a) copy, duplicate, store, share or distribute DRN LPR Data or the DRN Hotlist, or (b) copy, access or use the MySQL database that is created by the Car Detector software.

IT IS FURTHER ORDERED that Defendant Accurate and its principal Shane Freitas, as well as their agents, servants, employees, independent contractors, attorneys, representatives, and those persons or entities directly or indirectly in active concert, communication or participation

with them who receive actual notice of this Order, by personal service or otherwise, jointly or severally, are commanded forthwith to desist and refrain, from:

- For a period of one year from the date of this Order, operating or using any ALPR
  System to gather or interpret LPR Data except pursuant to a valid agreement with
  MVTrac; or
- 2. For a period of three years from the date of this Order, aggregating and/or storing LPR Data for resale to or use by third party repossession companies, lenders, or LPR Providers for the purpose of recovering vehicles sought for recovery within the financial, lending or insurance industries or assisting in debt collection efforts on behalf of municipalities or government entities.

Pursuant to their settlement, DRN, Accurate, After Hours, Coastline and Solid, by counsel and pursuant to FED. R. CIV. P. 41(a)(2), stipulate and agree to the dismissal of this action and all claims asserted in it without prejudice.

IT IS, THEREFORE, ORDERED that this action is dismissed without prejudice

SIGNED March 28, 2016.

JOHN McBRYDE

United States District Judge